

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: **David J. Kyle et al.**Application No./Patent No.: **10/588,414**Filed/Issue Date: **August 4, 2006**Entitled: **RNA-MEDIATED INTERFERENCE TO CONTROL DISEASE IN TERRESTRIAL AND AQUACULTURE ANIMALS****Advanced BioNutrition Corporation**, a **corporation**

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel **018948**, Frame **0251**, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
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☐ Additional documents in the chain of title are listed on a supplemental sheet.

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[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

**6/24/2008**

Date

**919.286.8000**

Telephone number

**Attorney for Applicants**

Title

**Marianne Fuierer, Reg. No. 39,983**

Typed or printed name



Signature

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 01, 2007

PTAS

**\*500231715A\***

\*500231715A\*

GARY D. COLBY  
30 S 17TH STREET  
DUANE MORRIS LLP  
PHILADELPHIA, PA 19103

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 03/01/2007

REEL/FRAME: 018948/0251  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: E1975-00043

## ASSIGNOR:

KYLE, DAVID J

DOC DATE: 09/18/2006

## ASSIGNOR:

DHAR, ARUN K

DOC DATE: 09/14/2006

## ASSIGNEE:

ADVANCED BIONUTRITION CORPORATION  
7155 COLUMBIA GATEWAY AVE.  
SUITE A  
COLUMBIA, MARYLAND 21046

SERIAL NUMBER: 10588414

FILING DATE:

PATENT NUMBER:

ISSUE DATE:

TITLE: RNA-MEDIATED INTERFERENCE TO CONTROL DISEASE IN TERRESTRIAL AND

USPTO

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AQUACULTURE ANIMALS

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## PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.103/01/2007  
500231715

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
David J Kyle	09/18/2006
Arun K Dhar	09/14/2006

## RECEIVING PARTY DATA

Name:	Advanced BioNutrition Corporation
Street Address:	7155 Columbia Gateway Ave.
Internal Address:	Suite A
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21046

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10588414

## CORRESPONDENCE DATA

Fax Number: (215)979-1020  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2159791849  
Email: gdcoby@duanemorris.com  
Correspondent Name: Gary D. Colby  
Address Line 1: 30 S 17th Street  
Address Line 2: Duane Morris LLP  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

E1975-00043

NAME OF SUBMITTER:

Gary D. Colby, Ph.D., J.D.

Total Attachments: 4

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CH 10588414 \$40.00

TO: GARY D. COLBY COMPANY, 10 S 17TH STREET

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**PATENT ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

**SUBMISSION TYPE:**

NEW ASSIGNMENT

**NATURE OF CONVEYANCE:**

ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
David J Kyle	09/18/2006
Arun K Dhar	09/14/2006

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<b>Name:</b>	Advanced BioNutrition Corporation
<b>Street Address:</b>	7155 Columbia Gateway Ave.
<b>Internal Address:</b>	Suite A
<b>City:</b>	Columbia
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21046

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<b>Application Number:</b>	10588414

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Phone: 2159791849  
Email: [gdcoby@duanemorris.com](mailto:gdcoby@duanemorris.com)

<b>Correspondent Name:</b> Gary D. Colby <b>Address Line 1:</b> 30 S 17th Street <b>Address Line 2:</b> Duane Morris LLP <b>Address Line 4:</b> Philadelphia, PENNSYLVANIA 19103	
<b>ATTORNEY DOCKET NUMBER:</b>	E1975-00043
<b>NAME OF SUBMITTER:</b>	Gary D. Colby, Ph.D., J.D.
<b>Signature:</b>	/gary d. colby/
<b>Date:</b>	03/01/2007
<b>Total Attachments: 4</b> source=E1975-00043#page1.tif source=E1975-00043#page2.tif source=E1975-00043#page3.tif source=E1975-00043#page4.tif	
<b>RECEIPT INFORMATION</b>  <b>EPAS ID:</b> PAT239655 <b>Receipt Date:</b> 03/01/2007 <b>Fee Amount:</b> \$40	

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**ASSIGNMENT**

**WHEREAS** we,

- DAVID J. KYLE, a citizen of the United States having a Post Office address of 1801 Narbeth Road, Catonsville, MD 21228, and
  - ARUN K. DHAR, a citizen of the United States having a Post Office address of ~~15582 Pasco Ajanta, San Diego, CA 92129~~ *470 Kalorama Road, Sykesville, MD 21784*
- hereinafter individually and jointly referred to as "ASSIGNORS" have invented

**RNA-MEDIATED INTERFERENCE TO CONTROL DISEASE IN TERRESTRIAL AND AQUACULTURE ANIMALS**

for which we have executed U.S. Provisional Patent Application 60/542,391 filed on February 6, 2004 and PCT Patent Application number PCT/US2005/003715 filed on February 4, 2005, and;

**WHEREAS** Advanced BioNutrition Corporation, a Maryland corporation having a place of business located at 7155 Columbia Gateway Drive Suite A, Columbia, MD 21046, hereinafter referred to as "ASSIGNEE" is desirous of acquiring the Patent Application and the invention(s) described therein;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, we, the undersigned ASSIGNORS, individually and collectively hereby agree to sell, assign, transfer, and convey and by these presents do sell, assign, transfer, and convey unto the ASSIGNEE, its successors, and assigns, our entire right, title, and interest

in and to the invention(s) described in the Patent Application for the territory of the United States and its possessions and territories and for the territory of all foreign countries worldwide;

in and to the Patent Application and all related United States, international, and foreign patent applications that claim an invention disclosed in the patent application referenced above, including provisional, non-provisional, divisional, continuation, Patent Cooperation Treaty, and foreign national and regional phase patent applications, together with all rights of priority created by such patent applications under any international treaty or convention relating thereto; and

in and to all United States and foreign patents that may be granted from any of the aforementioned patent applications, including any extensions, reissues, and reexamination certificates thereof;

such invention(s), applications(s), and patent(s) to be held and enjoyed by the ASSIGNEE, for the ASSIGNEE's own use and benefit, and for that of the ASSIGNEE's successors and assigns, until the end of the full term or terms for which such patent(s) may be granted, as fully and entirely as the same would have been held by the ASSIGNORS had this sale, assignment, transfer, and conveyance not been made.



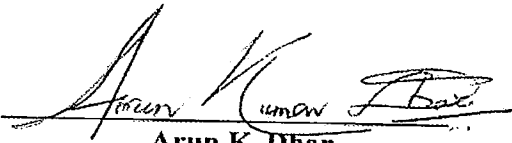
ASSIGNORs authorize the ASSIGNEE or the ASSIGNEE's representative to insert the application number and filing date of this application into this Assignment if they are unknown at the time this Assignment is executed.

Each of the ASSIGNORs agrees that, when requested, (s)he will, without charge to the ASSIGNEE but at his or her own expense, sign all papers, take all rightful oaths, make all rightful declarations, and do all acts which may be necessary, desirable, or convenient for securing and maintaining patents or other forms of protection for the invention(s) in any and all countries, and for vesting title thereto in the ASSIGNEE or its successors or assigns.

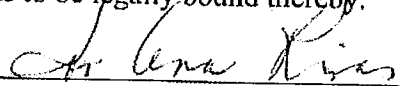
Each of the ASSIGNORs agrees to communicate to the ASSIGNEE or its representatives any facts known to the individual ASSIGNOR respecting the invention(s) and, when requested by the ASSIGNEE and at its expense, will testify in any legal proceedings, and generally do everything possible to aid the ASSIGNEE, its successors, assigns, and legal representatives, to obtain and enforce protection for the invention(s) in any and all countries.

ASSIGNORs agree that a copy of this Assignment shall be deemed a full, legal, and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose, and more particularly, in proof of the right of the ASSIGNEE, or its successors, assigns, and legal representatives to apply for patent or other protection for the invention(s), and to claim the benefits of the right of priority provided by any relevant international treaty or convention relating to any of the aforementioned patent applications.

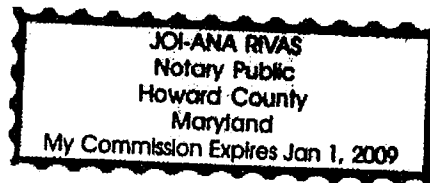
Each of the ASSIGNORs covenants with the ASSIGNEE, its successors, assigns, and legal representatives, that to the best of the individual ASSIGNOR's knowledge, the right, title, and interest herein conveyed by the individual ASSIGNOR to the ASSIGNEE are free and clear of any encumbrance and that the individual ASSIGNOR has the right to sell, assign, transfer, and convey the same.

Signed  September 14, 2006  
Arun K. Dhar Date  
State of: Maryland  
County of: Howard

This 14<sup>th</sup> day of September, 2006, Arun K. Dhar personally came before me, a Notary Public in and for the State and County aforesaid, known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his own free will for the purposes set forth therein and that he intends to be legally bound thereby.

  
Notary Public

My Commission Expires: Jan. 1, 2009



Signed *David J. Kyle*  
David J. Kyle  
State of: MARYLAND  
County of: USA

09/18/06  
Date

This 18<sup>th</sup> day of September, 2006, David J. Kyle personally came before me, a Notary Public in and for the State and County aforesaid, known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his own free will for the purposes set forth therein and that he intends to be legally bound thereby.

*Jolana Rivas*  
Notary Public

My Commission Expires: Jan. 1, 2009

